

October 19, 1999

U.S. Department of Energy
Golden Field Office
1617 Cole Boulevard
Golden, Colorado 80401

Attention: John Golovach

Dear Mr. Golovach:

Integrated Resource Technologies, Inc. (IRT) along with our teaming partner, McNeil Technologies, Inc. (McNeil) is pleased to submit this proposal to the United States Department of Energy (DOE) to provide specialized administrative and technical support services to the Golden Field Office. The proposal is in response to Request for Proposals Number DE-AC36-99GO10429.

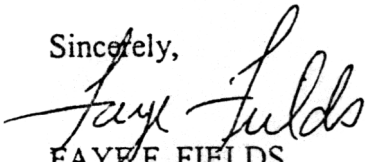
Enclosed are three separate volumes and each is separated into 8 1/2" by 11" three ring binders. One original and six copies of Volume I, Offer & Other Documents; one original and six copies of Volume II, Management Proposal; and one original and six copies of Volume III, Cost/Price Proposal are included.

IRT is a woman-owned 8(a) business (certification through March 2004) that fits within the size standard of \$5 million. McNeil, an 8(a) firm, (certified through June 2000) was approved by the Small Business Administration (SBA) as our Mentor under the SBA Mentor-Protégé Program in March 1999.

Together, we offer the DOE Golden Field Office exceptional qualifications to provide the support you seek. In addition to specific knowledge and insight gained from supporting the Energy Efficiency and Renewable Energy program over many years, we have the managerial experience, financial capacity, human resources expertise, and corporate commitment needed for success. We guarantee total satisfaction with our services!

For additional information, please contact Faye Fields by telephone at 703.921.1708, by fax at 703.921.1610 or by email at ffields@mcneiltech.com. Thank you for your consideration.

Sincerely,


FAYE F. FIELDS
President/CEO

**INTEGRATED RESOURCE TECHNOLOGIES, INC.
VOLUME III - COST PROPOSAL**

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**RESTRICTION ON DISCLOSURE AND USE
OF INFORMATION AND DATA**

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror or quoter as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. All data contained in this Proposal is subject to this restriction.

INTRODUCTION TO THE COST PROPOSAL, METHODOLOGY, AND SUPPORTING INFORMATION

Integrated Resource Technologies, Inc. (IRT) is pleased to submit this Proposal to the U.S. Department of Energy, Golden Field Office. In this section we discuss key aspects of our costing approach.

Offer Validity Period. IRT's offer is valid for a period of 240 days from the proposal due date unless extended in writing by IRT.

Contract Start. IRT has assumed a contract start-up date of January 1, 2000.

Contract Type and Period. IRT anticipates the award of a Cost Plus Fixed Fee (CPFF) contract for a base period of 24 months and three 12-month option periods.

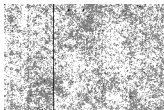
Acknowledgment of Amendments. IRT acknowledges the receipt and incorporation of the amendments listed below:

Authorized Negotiators. The person authorized to negotiate this procurement for IRT is

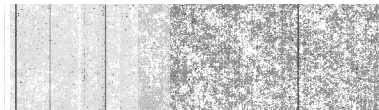
Faye Fields, President and CEO

The above individual may be reached at (703) 921-1708 (voice); or (703) 921-1610 (fax).

Phase-In Period. Costs associated with the IRT Phase-In Period are not part of direct contract charges associated with this effort except for the time of the Project Manager. The cost of the



*Redacted
Exemption b4*



Wage Determination Labor Rate. The Department of Labor Wage Determinations (WD) No. 94-2081 dated June 4, 1999 for Colorado, and No. 94-2563 dated June 1, 1999 for Washington were used to obtain hourly labor rates and base fringe benefits for all positions except the Project Manager position. A crosswalk of the Golden labor positions to the Service Contract Act WD positions and rates is presented in Section D of this cost proposal.

Labor Rates and Escalation.

Redacted
Exemption 4

Other Direct Costs. IRT has not proposed any other direct costs in this proposal based on the guidance issued by Golden in response to Question 34.

Fee.

Redacted
Exemption 4

Paid Overtime and Uncompensated Overtime. The company follows the Fair Labor Standards Act and associated guidelines for the designation of positions as exempt or non-exempt, and for the proper payment of overtime for non-exempt personnel as it is worked. The overtime factor for this proposal is one and one-half times the base labor rate.

Redacted
EX4

Exceptions, Deviations, or Conditional Assumptions. IRT has thoroughly reviewed the requirements associated with this solicitation. We take no exceptions or deviations, and we make no conditional assumptions, to the requirements.

Estimating Process and Significant Estimating Assumptions.

Redacted
EX4

Variations from Established Practices. In compiling this offer, IRT has not varied from

established estimating and accounting practices and procedures or FAR Part 31 Cost Principles.

Use of Government Property. Our proposal does anticipate the use of government-furnished property or equipment. Project work for this contract will be conducted on-site at facilities provided by Golden and Seattle. Equipment includes, but is not limited to; office equipment, office supplies, and telephone services.

Cognizant Audit Office.

*Redacted
Exemption b 4*

Auditable Labor Hour Recording and Invoicing System. IRT possesses an auditable labor hour recording and invoicing system capable of providing a clean and accurate audit trail.

DCAA. The IRT Certificate of Indirect Costs letter follows on the next page.



**INTEGRATED RESOURCE
TECHNOLOGIES, INC.**

October 13, 1999

George Nokolaou
DCAA
Columbia Branch Office
10025 Governor Warfield Pkwy
Suite 200
Columbia, MD 21044-3329

Dear Mr. Nikolaou,

Attached is the Integrated Resource Technologies, Inc. billing rate proposal for calendar year 2000. Please do not hesitate to contact me should you have any questions or require any further information. I would appreciate a provisional billing rate letter subsequent to your review of the attached information.

Sincerely,

A handwritten signature in black ink, which appears to read "Faye Fields". The signature is fluid and cursive, with the first name "Faye" and the last name "Fields" clearly distinguishable.

Faye Fields
President/CEO

Attachments

10015 Old Columbia Road B-215 Columbia, Maryland 21046
410.312.5463 Fax 410.290.5285 email ffields@mcneiltech.com

CERTIFICATE OF INDIRECT COSTS(Amended)

This is to certify that to the best of my knowledge and belief:

I have reviewed the indirect cost proposal submitted herewith.

2. All costs and rates in this proposal to establish billing rates for FYE 2000 are allowable in accordance with the requirements of contracts to which they apply and with the costs principles of the Department of Defense applicable to those contracts. The rates certified to are as follows:

*Redacted
Exemption B4*

3. This proposal does not include any costs which are unallowable under applicable cost principles of the "Department of Defense, such as (without limitation); advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense or fraud proceedings and goodwill; and
4. All costs, included in this proposal are properly allocable in Defense contracts on the basis of a beneficial or causal relationship between the expenses incurred and the contracts to which they are allocated in accordance with applicable acquisition regulations.

declare under penalty of perjury that the foregoing is true and correct.

FIRM

Integrated Resource Technologies, Inc.

SIGNATURE

Faye Fields

NAME

Faye Fields

TITLE

CEO/President

DATE

October 8, 1999

Integrated Resource Technologies, Inc.
Employee Benefits Pool, Base, Rate
Full Fringe

Redacted
Exemption B 4

Integrated Resource Technologies, Inc.
Employee Benefits Pool, Base, Rate
SCA Employees

Redacted
Exemption b4

✓

Integrated Resource Technologies, Inc.
Overhead Pool, Base, Rate

REDACTED
EXEMPTION 4

Integrated Resource Technologies, Inc.
Corporate-Wide
G&A Rate

**REDACTED
EXEMPTION 4**

Integrated Resource Technologies, Inc.
Corporate-Wide
Material/Subcontract Handling

Redacted
Exemption b 4

Total Base
RATE

985,000



SECTION A
CONTRACT COST SUMMARY

CONTRACT COST SUMMARY

This Section of the IRT Cost Proposal provides summary cost information for this solicitation. It includes the information requested in the solicitation document for Schedule B.2 Estimated Cost Plus Fixed Fee. It is followed by a summary of proposed costs by individual cost elements for the total contract, for the base period, and for each option period.

B.2. Estimated Cost Plus Fixed Fee

Redacted
Exemption D4

**EXHIBIT A-1: CONTRACT COST SUMMARY
BY INDIVIDUAL COST ELEMENT**

*Redacted
Exemption b4*

**Total Cost Plus
Fixed Fee**

\$2,925,768

\$7,604,086 ✓

SECTION B
SUMMARY OF DIRECT AND INDIRECT COST
BY CONTRACT PERIOD

SUMMARY OF DIRECT AND INDIRECT COST BY CONTRACT PERIOD

The information for all fully loaded labor rates for each proposed labor category is presented in this Section in cost matrices detailed on the following pages. Each cost element (from direct labor cost through fee) is disaggregated for each proposed position, for the base period and all option periods. All direct labor rates are based on a full-time equivalent (FTE) position basis and use 2080 hours per year to calculate the base hourly rates.

*Redacted
Exemption b4*

Summary of Direct and Indirect Costs
Total Contract
Integrated Resource
Technologies

Redacted
Exemption b4



Denotes Project Manager/Task Leader Positions

TOTAL	268,950	7,604,086
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Summary of Direct and Indirect Costs

Summary of Direct and Indirect Costs
Total Contract
Integrated Resource Technologies Loadings on
McNeil Technologies Costs

Redacted
Exemption b4



125,190

3,518,172

Denotes Task Leader Positions

Summary of Direct and Indirect Costs
Total Base Period
Integrated Resource
Technologies

REDACTED
EXEMPTION 4



• Denotes Project Manager/Task Leader Positions

TOTAL

107,580

2,925,768

107,580 2,925,768

19



Summary of Direct and Indirect Costs
Total Base Period
Integrated Resource Technologies Loadings on
McNeil Technologies Costs

REDACTED
EXEMPTION 4



50,076

1,353,669

50,076

1,353,669

Denotes Task Leader Positions

Summary of Direct and Indirect Costs
Option Year 1
Integrated Resource
Technologies

Position

Redacted
Exemption b4



TOTAL	53,790	1,528,914
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Denotes Project Manager/Task Leader Positions

Summary of Direct and Indirect Costs
Option Year 1
Integrated Resource Technologies Loadings on
McNeil Technologies Costs

Redacted
Exemption b4

25,038

707,387

* Denotes Task Leader Positions

Summary of Direct and Indirect Costs
Option Year 2
Integrated Resource
Technologies

D

Redacted
Exemption by

TOTAL	53,790	1,574,702
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* Denotes Project Manager/Task Leader Positions

Summary of Direct and Indirect Costs
Option Year 2
Integrated Resource Technologies Loadings
McNeil Technologies Costs

Summary Indirect Costs

REDACTED
EXEMPTION 4

_____↗

25,038

728,558

Denotes as Leader Positions

00000000

Summary of Dir

Indirect Costs

Summary of Direct and Indirect Costs
Option Year 3
Integrated Resource
Technologies

Position

REDACTED
EXEMPTION 4



TOTAL

53,790

1,574,702

• Denotes Project Manager/Task Leader Positions

53,790

1,574,702

Summary of Dir

Indirect Costs

Summary of Direct and Indirect Costs
Option Year 3
Integrated Resource Technologies Loadings on
McNeil Technologies Costs

Redacted
Exemption b4



25,038

728,558

Denotes Task Leader Positions

2

SECTION C
SUMMARY OF ESCALATION FACTORS

SUMMARY OF ESCALATION FACTORS

IRT bases the proposed start date on January 1, 2000 (per Schedule B.2 - Estimated Cost Plus Fixed Fee). This contract is covered by the Service Contract Act (SCA) and all positions except the Project Manager are based on the prevailing wage rate for applicable SCA positions.

SECTION D
RECONCILIATION OF LABOR CATEGORIES

RECONCILIATION OF LABOR CATEGORIES AND TITLES

This Section presents IRT's reconciliation of all proposed labor categories and titles with the Service Contract Act labor categories. Exhibit D-1 illustrates the overall position reconciliation.

*Redacted
Exemption B4*

EXHIBIT D-1: LABOR CATEGORY RECONCILIATION

<u>Golden Field Office Position</u>	<u>Government Equivalent Position</u>	<u>SCA Equivalent Position</u>	<u>SCA Wage Rate</u>	<u>Proposed/Bid Wage Rate</u>	<u>Company</u>
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Redacted
Exemption D4

EXHIBIT D-1: LABOR CATEGORY RECONCILIATION (cont'd)

<u>Golden Field Office Position</u>	<u>Government Equivalent Position</u>	<u>SCA Equivalent Position</u>	<u>SCA Wage Rate</u>	<u>Proposed/Bid Wage Rate</u>	<u>Company</u>
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*Redacted
Exemption b 4*



APPENDIX A
McNEIL TECHNOLOGIES, INC.
COST PROPOSAL



October 15, 1999

Ms. Faye Fields, President
Integrated Resource Technologies, Inc.
6564 Loisdale Court
Springfield, VA 22150

Reference: U.S. Department of Energy, Golden Field Office
Solicitation Number: DE-AR36-99G010429

Dear Ms. Fields:

McNeil Technologies, Inc. (McNeil) is pleased to provide you with our cost proposal in support of your response to the above-referenced solicitation. We take great pride in submitting this solicitation with you as a mentor/protégé effort in accordance with SBA approval and recognition for this 8(a) small business set-aside procurement.

McNeil looks forward to assisting you as a subcontractor, in support of Golden's specialized administrative and technical support service requirements. We believe our Team's qualifications offer an unparalleled level of customer support and service to Golden.

If you require additional information, please call me at (703) 921-1600.

Sincerely

McNeil Technologies, Inc.

A handwritten signature in black ink, appearing to read "James L. McNeil", is written over the typed name.

James L. McNeil
Chairman and CEO

Corporate Headquarters
6564 Loisdale Court • Suite 800 • Springfield, Virginia 22150
Phone: (703) 921-1600 • Fax: (703) 921-1610

**McNEIL TECHNOLOGIES, INC.
COST PROPOSAL TO IRT**

TABLE OF CONTENTS

Introduction to The Cost Proposal

Section A: McNeil's Contract Cost Summary

**Section B: Summary of Direct and Indirect Cost
by Contract Period**

Section C: Summary of Escalation Factors

Representations and Certifications

INTRODUCTION TO THE COST PROPOSAL, METHODOLOGY, AND SUPPORTING INFORMATION

R

McNeil Technologies, Inc. (McNeil) is pleased to submit this Proposal to Integrated Resource Technologies, Inc. (IRT) as part of your submittal to the U.S. Department of Energy, Golden Field Office. In this section we discuss key aspects of our costing approach.

Offer Validity Period. McNeil's offer is valid for a period of 240 days from the proposal due date unless extended in writing by McNeil.

Contract Start. McNeil has assumed a contract start-up date of January 1, 2000.

Contract Type and Period. McNeil anticipates the award of a Cost Plus Fixed Fee (CPFF) subcontract for a base period of 24 months and three 12-month option periods.

Authorized Negotiators. The person authorized to negotiate this procurement for McNeil is:

Ronald Thomas, President

The above individual may be reached at (703) 921-1660.

Phase-In Period

Redacted
Exemption b4

Wage Determination Labor Rate. The Department of Labor Wage Determinations (WD) No. 94-2081 dated June 4, 1999 for Colorado, and No. 94-2563 dated June 1, 1999 for Washington were used to obtain hourly labor rates and base fringe benefits for all proposed McNeil positions.

Labor Rates and Escalation. L

Redacted
Exemption b4

Indirect Rates. The indirect rates were developed from financial accounting data for the last fiscal year; projections of business growth for McNeil, with DCAA-approved provisional rates with rate projections; and reflects the application of generally accepted business and accounting practices. Our rates are as follows:

*Redacted
Exemption 4*

Other Direct Costs. McNeil has not proposed any other direct costs in this proposal based on the guidance issued by Golden in response to Question 34.

Fee. *Redacted EX 4*

Paid Overtime and Uncompensated Overtime. The company follows the Fair Labor Standards Act and associated guidelines for the designation of positions as exempt or non-exempt, and for the proper payment of overtime for non-exempt personnel as it is worked. The overtime factor for this proposal is one and one-half times the base labor rate. Overtime for this effort is not anticipated and will only be provided if written notification is received by McNeil from IRT.

Exceptions, Deviations, or Conditional Assumptions. McNeil has thoroughly reviewed the requirements associated with this solicitation. We take no exceptions or deviations, and we make no conditional assumptions, to the requirements. We also acknowledge receipt of and accept all conditions associated with Amendments 001 through 005 of this solicitation.

Estimating Process and Significant Estimating Assumptions.

*Redacted
Exemption 4*

Variations from Established Practices. In compiling this offer, McNeil has not varied from established estimating and accounting practices and procedures or FAR Part 31 Cost Principles.

Use of Government Property. Our proposal does anticipate the use of government-furnished property or equipment. Project work for this contract will be conducted on-site at facilities provided by Golden. Equipment includes, but is not limited to; office equipment, office supplies, and telephone services.

Cognizant Audit Office.

*Redacted
Exemption 4*

Auditable Labor Hour Recording and Invoicing System. McNeil possesses an auditable labor hour recording and invoicing system capable of providing a clean and accurate audit trail.



**MID-ATLANTIC REGION ROSSLYN BRANCH OFFICE
DEFENSE CONTRACT AUDIT AGENCY**

6800 VERSAR CENTER, SUITE 329
SPRINGFIELD, VA 22151-4147
TELEPHONE (703) 325-9542
FAX (703) 325-0411
e-Mail Address: *fao6331@rma.dcaa.mil

6331-99B15500001

24 March 1999

Mr. Jack Dulan, Chief Financial Officer
McNeil Technologies, Inc.
6564 Loisdale Court, Suite 800
Springfield, VA 22150

Dear Mr. Dulan:

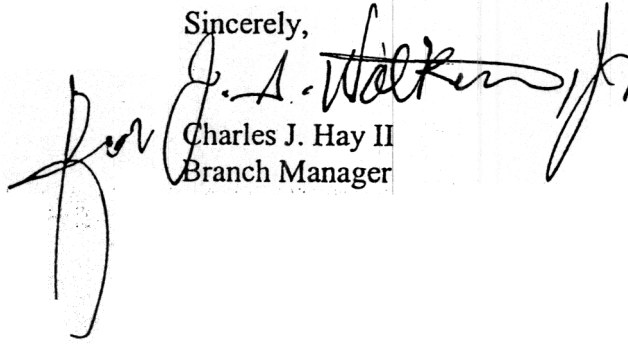
In accordance with Federal Acquisition Regulation (FAR) 42.704, we have determined McNeil Technologies, Inc.'s provisional billing rates for fiscal year 1999 (1 January through 31 December):

*Redacted
Exemption 4*

The elements of indirect cost and the base or bases used in computing billing rates shall not be construed as determining the indirect costs to be distributed or of the basis of distribution to be used in the final settlement.

Inquiries should be directed to Mr. Joseph S. Watkins, Jr., at (703) 325-9542. Our FAX number is (703) 325-0411.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles J. Hay II", is written over the typed name. To the left of the signature is a large, stylized handwritten flourish or mark.

Charles J. Hay II
Branch Manager

SECTION A: CONTRACT COST SUMMARY

This section of the McNeil Cost Proposal provides a summary of proposed costs by individual elements of the cost proposal. It is provided for the total contract, for the base period, and for each of the three option periods.

McNeil Technologies
Total Contract

Redacted
Exemption 4

FEE

Total Contract

3,348,646

McNeil Technologies
Total Base Period

*Redacted
Exemption 4*




Total Base Period

1,288,441

McNeil Technologies
Option Period, Year 1

Redacted
Exemption 4



Total Option Period, Year 1

673,301

McNeil Technologies
Option Period, Year 2

*Redacted
Exemption by*



Total Option Period, Year 2

693,452

McNeil Technologies
Option Period, Year 3

Redacted
Exemption b4

Total Option Period, Year 3

693,452

SECTION B: SUMMARY OF DIRECT AND INDIRECT COSTS

The information for McNeil's fully loaded labor rates is presented in this section in cost matrices detailed on the following pages.

*Redacted
Exemption b4*

Summary of Dire

Indirect Costs

Summary of Direct and Indirect Costs
Total Contract
McNeil Technologies

*Redacted
Exemption b4*



125,190

3,348,646

Denotes Task Leader Position

Summary of Direct and Indirect Costs
Total Base Period
McNeil Technologies

REDACTED
EXEMPTION 4

P.



50,076

1,288,441

50,076

1,288,441

Summary of Direct and Indirect Costs
Option Year 1
McNeil Technologies

Redacted

**REDACTED
EXEMPTION 4**

25,038

673,301

Summary of Direct Indirect Costs

REDACTED
EXEMPTION



25,038

693,452

Summary of Direct and Indirect Costs
Option Year 3
McNeil Technologies

Redacted
Exemption b4



25,038

693,452

SECTION C: SUMMARY OF ESCALATION FACTORS

McNeil bases the proposed start date on January 1, 2000 (per Schedule B.2 - Estimated Cost Plus Fixed Fee). This contract is covered by the Service Contract Act (SCA) and all positions bid by McNeil are based on the prevailing wage rate for applicable SCA positions.

*Redacted
Exemption B4*

REPRESENTATIONS AND CERTIFICATIONS

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS

K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 Taxpayer Identification (OCT 1998)**(a) Definitions.**

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☒ TIN: [], *Redacted Exemption of*

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. [

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☒ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name ☐

TIN ☐

K3 52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, or this solicitation.]* The offeror represents that is ☐ is a women-owned business concern.

K4 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 952.209-8 Organizational Conflicts of Interest-Disclosure (JUN 1997)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

K.6 52.215-6 Place of Performance (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, X does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

K.7 52.219-1 Small Business Program Representations (JAN 1999)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 874

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [X] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.5 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.9 K.9 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that -

- (a) It X has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.
- (b) It X has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 K.10 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that -

- (a) It X has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 K.11 52.223-1 Clean Air and Water Certification (APR 1984)

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is ___ is not X listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.12 K.12 52.223-13 Certification of Toxic Chemical Release Reporting (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☒ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☒ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☒ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 52.223-6 Drug-Free Workplace (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

(b) The Contractor, if other than an individual, shall -- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts or less than 30 days performance duration --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about --

(i) The dangers or drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will --

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to the remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

K.14 Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Ronald J. Thomas

Signature of the Officer or Employee
Responsible for the Bid/Offer

10/15/99

Date of Execution

RONALD J. THOMAS, PRESIDENT

Typed Name and Title of the Offeror or Employee
Response for the Bid/Offer

MCNEIL TECHNOLOGIES, INC.

Name of Organization

6564 LOISDALE COURT, SUITE 800

Street

SPRINGFIELD, VA 22150

City, State, ZIP

DE-AC 36-99G010429

SOLICITATION NUMBER